

AG Contract No KR02-2127TRN
ADOT ECS File No JPA 02-126
Project. TEA-180-A(2)A
TRACS No H5999 01C
Section: US 180 Multi-Use Pathway

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 4th June, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and City to participate in design and construction of a 7,500 feet 10" wide multi-use pathway located between Sechrist School Road and Fremont Drive on US 180. The City will maintain the multi-use pathway and provide electrical and water connections referred hereafter, known as the "Project"

NO. 26034
Filed with the Secretary of State
Date Filed: 06/04/03
Janice K. Brewer
Secretary of State
By: Timothy J. Haenewald

The work embraced by this agreement and the estimated costs are as follows:

Design TRACS No. H6999 01D

Estimated Design Cost	\$ 152,500 00
Estimated Federal Aid Funds @ 94 3%	\$ 143,807 50
Estimated State Funds @ 5.7%	\$ 8,692 50

Construction TRACS No. H6999 01C

Estimated Construction Cost	\$1,088,900 00
Estimated Federal Aid Funds @ 94 3%	\$ 619,173 80
Estimated State Funds @ 5 7%	\$ 37,426 20
Contribution Funding from the City of Flagstaff	<u>\$ 432,300.00</u>

Estimated Total State Funds for Design and Construction	\$ 1,241,300 00
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THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

b If such project is approved for construction by FHWA and the funds are available for construction of the project, the City will and does hereby designate the State as authorized agent for the City, and with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, enter into a contract(s) with a firm(s) to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions. The State will enter into a project agreement with FHWA on behalf of the City covering the work embraced in said construction contract and will request the authorized federal funds available, including construction engineering and administration costs.

c Prepare plans, specifications and an estimated cost for the Project. Submit them to the City for concurrence.

d After the City concurs with the plans, the Project will be constructed by the State, using State, Federal-aid and City Contribution Funds.

2 The City will:

a If needed, acquire the necessary right-of-way required for Project construction and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bids. The City will remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area and hereby certifies that all obstructions and encroachments have been or will be removed prior to the start of construction.

b Upon completion of any necessary rights-of-way acquisition, the City shall provide the State with a temporary construction easement for this Project.

c. Arrange to have furnished and installed in its name necessary water services from water mains to the designated locations within the right-of-way. The City will also provide an electrical point of connection to the Project area

d. Provide for, at its own costs and as an annual item in its budget, proper maintenance of the Project, including all of the Project components

e. Upon completion of the Project, the City will provide for, at its own cost, proper routine maintenance procedures, including but not limited to, sweeping, removal of debris, repair and graffiti control, maintenance of pedestrian lighting and energy costs requested for enhancements

f. Not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual"

g. Allow free public access to the Project improvements during normal business hours

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one(1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty(60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Flagstaff
Manager
211 West Aspen Avenue
Flagstaff, Arizona 86001-5399


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF, ARIZONA


STATE OF ARIZONA

Department of Transportation

By 
For **JOE DONALDSON**
Mayor

By 
SUSAN TELLEZ
Contract Administrator

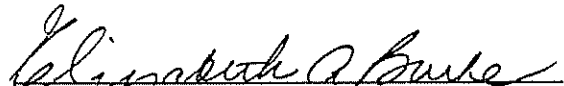
ATTEST.

By 
ELIZABETH A. BURKE
City Clerk

CERTIFICATION

I, Elizabeth A. Burke, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true, and correct copy of Resolution No. 2003-37 adopted by the Flagstaff City Council at their Meeting held May 6, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 20th day of May, 2003.


CITY CLERK

(SEAL)

RESOLUTION NO. 2003-37

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND
THE CITY OF FLAGSTAFF FOR MULTI-USE PATH IMPROVEMENTS
FOR THE US 180 HIGHWAY CORRIDOR

WHEREAS, US 180 functions as an important gateway corridor into the City of Flagstaff; and

WHEREAS, the Arizona Department of Transportation has approved a contribution of approximately \$800,000 in Enhancement funds to this project; and

WHEREAS, the City of Flagstaff desires path improvements along this important highway to facilitate pedestrian and bicycle travel; and

WHEREAS, the City and ADOT have negotiated an approved scope of work, cost estimate, and cost sharing for the desired work; and

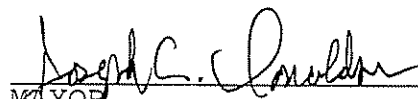
WHEREAS, in order to formalize this agreement, including the scope of work and the financial contributions of both the City of Flagstaff and Arizona Department of Transportation, both agencies desire to enter into an intergovernmental agreement (JPA 02-126) regarding this path project; and

WHEREAS, the City Council has read and considered the Staff Summary report and proposed amendment and finds that it is in the best interests of the City to proceed with this IGA;

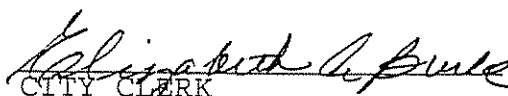
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Flagstaff be hereby accepted and approved, and the Mayor be authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of May, 2003.


MAYOR

ATTEST:


CITY CLERK

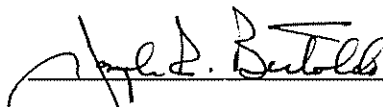
APPROVED AS TO FORM:


CITY ATTORNEY

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14th day of May, 2003



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8859

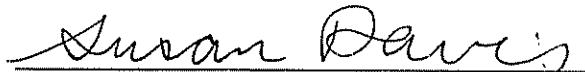
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2127TRN (JPA 02-126), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED May 28, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.